

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

*Ervin W. Westerfield*

23 593 355

RECORDED IN THE  
COOK COUNTY RECORDS

1976 AUG 11 AM 11 28

198-11-76 The above space for recording only 55 u A - 100

10.00

THIS INDENTURE WITNESSETH, That the Grantor,  
Ervin W. Westerfield and Sharon L. Westerfield, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warranty S unto BEVERLY BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 28th day of July, 1976, and known as Trust Number 8-5476, the following described real estate in the County of Cook and State of Illinois, to-wit:

The East 40 feet of Lot 2 in Block 7 in Dolton, a Subdivision in Section 3, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO conditions of Trust.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth. Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate rights, streets, highways or alleys and to create any subdivision or part thereof, and to resubdivide said real estate as he or she may desire, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to purchase and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for all other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or prejudiced to inquire into the terms of said Trust Agreement and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, and no constructive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, (d) that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her predecessor in trust.

This conveyance is made upon the express understanding and covenant that neither Beverly Bank, individually or as Trustee, nor its successor or successors in trust shall in any manner be liable to be subjected to any claim, judgment or decree for anything if or they or its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly released and released, and no contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by him in the name of the then beneficiaries under said Trust Agreement or the Trustee or his or her assigns, or for the payment and discharge thereof, or at the election of the Trustee, in his own name, as Trustee of an express trust, and without individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be for the payment and discharge thereof. All persons and corporations whatsoever and whatsoever shall be charged with the title of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title, interest, legal or equitable, in or to said real estate, or such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Beverly Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in any of the above real estate is now or hereafter registered, The Registrar of Titles is hereby directed not to register any note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitations" or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent in the meaning of the trust.

And the said grantor hereby expressly waives and releases any and all right or benefit under any will or other instrument and all statutes of the State of Illinois, providing for the exception of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seals this 28th day of July, 1976.  
*Ervin W. Westerfield* (SEAL) *Sharon L. Westerfield* (SEAL)  
Ervin W. Westerfield Sharon L. Westerfield (SEAL)

State of Illinois ) ss. I, \_\_\_\_\_, a Notary Public in and for said County,  
County of Cook ) in the state aforesaid, do hereby certify that  
Ervin W. Westerfield and Sharon L. Westerfield

personally known to me to be the same person S above named, and subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and official seal this 28th day of July, 1976.  
*Constance L. Littlejohn*

**Beverly Bank**  
705 Sheridan Dolton, Illinois

This document was prepared by Sandra Kentry, 13700 Indiana Avenue, Riverdale, Ill.

Exempt under provisions of Paragraph "E", Section 4, R.E. Transfer Act, 1975  
Date 8-5-76  
Buyer's Agent for Representative

BEVERLY BANK TRUSTEE UNDER  
TRUST # 8-5476  
1357 W. JUDIC STREET  
CHICAGO, ILL 60663

NO TAXABLE CONSIDERATION  
This space for affixing Stamps and Revenue Stamps

23593355  
Document Number

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